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TO: DEPARTMENT OF STATE

FROM: BREMERHAVEN 32 April 25, 1950

REF: VOLUNTARY

SUBJ: United States - Registered Tanker Hires German Crew

The T-2 type tanker "Meacham" of Wilmington, Delaware, owned by the National Tankers Corp. of New York City and operated by Sieling and Jarvis of New York City, arrived empty at Bremerhaven, Germany, on April 18, 1950, to discharge its entire crew and open new articles with an all-German crew. In view of the presumed opposition on the part of seamen's unions in the United States to the hiring of alien crews on American-flag vessels, in view of the security risk involved in allowing aliens to serve on American vessels as watch officers, and in view of expected requests in the future of other operators to hire German crews in German ports, the Department's instructions are requested as to how such requests should be handled.

The "Meacham" arrived in Bremerhaven from Rotterdam with a crew of 39 plus master and a supernumerary. All the crew were aliens except the four engine department officers and the purser. Only two deck officers besides the master were aboard the Meacham between Rotterdam and Bremerhaven, an Italian 2nd mate and a Filipino 3rd mate. Seventeen of the crew were Filipinos signed on under a special rider which in effect prohibited the operators from discharging them prior to the end of one year after they signed the articles. Twelve of the crew were Chinese. A Filipino radio operator and a homeless Estonian completed the complement. The articles on which this crew was being carried could, apart the rider covering the 17 Filipinos, be terminated by the master in any port after the completion of one voyage.

Difficulties arose in signing off the Filipino crew occasioned by the fact that the rider attached to the articles specified that this part of the crew would serve on voyages between Formosa and the Persian Gulf, whereas the vessel did actually make at least two voyages to Europe. A spokesman for the crew, most of whom could speak very little English, felt that the crew should be given a 50% bonus for having served beyond their contract. To pass judgement on this demand I felt to be beyond my authority and I advised the crew to sign off "under protest" and to institute legal action later if they desired. Because of the inability of most of the Filipinos to understand any but the simplest English phrases, it was difficult to reach agreement with them.

The task of reaching agreement with these seventeen men was not simplified by the insistence of the operators that the attempt should be made to sign them off under mutual consent so as to avoid paying them the full year's wages (up to May 10, 1950) due under the special rider. The men refused to sign off under mutual consent and the operators finally paid them their regular wages up to May 10, 1950.

It was learned from some of the crew that they had been recruited originally by a Filipino agent who extracted a sizeable fee for finding them employment. This man collected the men's allotment checks and demanded other fees from the men's wives when the wives wanted to get the checks. They stated that this agent also told them that they would receive area bonuses just as American union seamen do, although no provision was made for this in the contract and it was never paid. On the whole, it appears that the agent collected fees for the United States among the Filipino crew members.

Discharging an entire non-German crew in a Weser River port was without precedent. The Allied High Commission for Germany has reserved unto itself control over immigration but has not laid down a comprehensive system of regulations governing the entry of seamen into Germany in pursuit of their calling. The decision of the officials charged with immigration control was complicated by the desire of the operators to leave behind the homeless Estonian pumpman. In the end, permission to land in Germany was refused this Estonian although he probably would have been allowed to remain here as a refugee if he had entered across a land border. Because the Estonian was not allowed ashore in Germany, I declined to discharge him against his will from the articles under which he was serving, although the operators had the legal right to terminate the articles in this port, and although the articles were due to expire on May 11, 1950, when the vessel presumably would be at sea. The operators were willing to sign him on the new articles under the same conditions and wages as the new German crew was to receive, but since this would have meant a cut in wages from over \$300 per month to \$65.75 per month, the Estonian decided to remain on the old articles until they expired.

It is not known what will become of this Estonian. It may be that each country will refuse him entry because he does not have permission to reside in some other country. Yet so long as he remains on the vessel he cannot proceed to a consulate to secure the visa which alone would give him the right to reside in some country. However, it seems that while the Meacham was undergoing American Bureau of Shipping annual inspection in England in September, 1949, the Estonian was allowed ashore. I advised him to utilize any future opportunities of this kind to try to secure a permanent residence visa to some country. He is anxious to secure permission to get to the United States but in view of the virtual impossibility of his obtaining a visa for the United States, he may be content to receive a visa to a country like Australia. On the other hand, it is not impossible that he will have to spend the remainder of his natural life on board the Meacham.

While in Bremerhaven, the Meacham changed not only her crew but also her master, Roland J. Robert relieving Captain Walter E. Keller. I regret to have to report that Captain Robert, after being officially placed in charge of the Meacham by me, absented himself from the vessel without due cause for at least a period of seven hours at time during which the old crew was being discharged and before the new German crew could be officially signed on. Fortunately, Captain Keller remained aboard to see that nothing happened to the vessel and the incoming German officers stood watch and began to organize the crew into watches. This Consulate made every effort consistent with justice to discharge the old crew and sign on the new crew without undue delay. I awaited Captain Robert on board the vessel until 10 PM on the night of April 20th to proceed with the signing on of the new crew, but he did not appear. I consider that Captain Robert did not fulfil the expectation of his employer that he would try to put the ship to sea again without unnecessary delay and that he was derelict in his duties as master of an American vessel by remaining away from it at a time when he could reasonably expect that no other officers or crew members would be aboard.

The new crew was signed on finally on the morning of April 21st. All of the German crew members possessed the permit of the Allied High Commission to sail on foreign voyages and had already concluded approved individual contracts with the operators as required by High Commission directive. The wage scale agreed to between the men and the operator was 10% above the German wage scale but far below the

-3-

American wage scale. The rates ranged from \$14.69 per month plus overtime for a messman (or \$18.69 a month without overtime) to \$220.60 a month for a chief engineer. The German seaman's union protested to the master against the wage scale, stating that by international agreement the flag which the vessel was flying rather than the nationality of the crew should determine the wage scale. The master rejected this protest.

None of the German crew members were in possession of United States merchant mariner's certificates or licenses. None had ever served on a high-pressure, turbo-electric ship before. Judging the fitness of the crew to take the vessel to sea was therefore difficult. The Officer-in-Charge of the Coast Guard Merchant Marine Detail, Bremerhaven, questioned the crew members individually as they signed on about their experience and ability. It was decided that the new crew members probably made up in ability what they may have lacked in experience. It should be noted that the four deck officers signed on as mates all possessed German master's licenses. The crew may perhaps have been short on experienced life boat men (A.B.'s) and experienced high-pressure firemen, but on the whole they were felt to be competent.

The operators of the Meacham have two other tankers under charter. If the Meacham's crew meets expectations, the operators are expected to replace the present Italian crews with Germans. One other tanker operator has indicated an interest in hiring German crews. The Department is requested to inform this Consulate if German crews should not be signed on American-flag vessels in the future.

The yellow copy of the new articles opened by Captain Robert of the Meacham has been turned over to the Coast Guard Merchant Marine Detail, Bremerhaven, along with pertinent other documents. A copy of the new certified crew list, which does not include the homeless Esthonian carried on the old certified crew list, is enclosed.

(signed)

Robert B. Houston, Jr.
American Vice Consul

Enclosure:
Crew List

Copy to the American Consulate General, Bremen
" " " " " Frankfort
" " " " " Hamburg

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ORIGINAL DOCUMENT MISSING PAGE(S):

ENCLOSURE